

WHEREAS, the Merchant has entered into a Merchant Agreement ("Agreement") with Bank of Valletta p.l.c. (BOV) pursuant to which the Merchant has requested BOV to pay the Merchant the purchase price of goods and/or services purchased by the Merchant's customers by use of such cards as are authorised for acceptance under the Merchant Agreement;

WHEREAS, BOV has provided an Electronic Point-of-Sale Terminal ("Terminal"), which permits the Merchant to automatically authorise, capture and transmit, card transactions;

NOW THEREFORE BOV and the Merchant agree as follows,

### 1. LEASE OF TERMINAL, REFUNDABLE DEPOSIT AND RENT

The Merchant shall pay a refundable deposit as indicated in Page 1 of the Merchant Agreement - Commercial terms prior to the installation of the Terminal. The deposit is refundable to the Merchant upon termination of the Agreement provided that the conditions stipulated in points 6 and 7 hereunder are adhered to. BOV reserves the right to waive the requirement for a Refundable Deposit at its sole discretion.

The Bank has agreed to furnish the Merchant's outlet with the terminal which is most appropriate to the needs of the business. This terminal is subject to the following terms and conditions in addition and without prejudice to the terms of the Merchant Agreement.

- a. In addition, for cordless terminals, the Merchant shall pay to BOV for each Terminal a monthly rental fee of €10 if the minimum Annual Turnover as indicated on Page 1 of the Commercial Terms is not reached. The Bank reserves the right to withdraw the terminal and terminate the Merchant Agreement or replace the Terminal with another POS model version in the eventuality that the minimum annual turnover is not processed from the Terminal. Furthermore, the Bank may request the return of the terminal at any time at its sole discretion. The merchant may not connect any SIM cards other than those provided or authorised by the Bank from time to time (this is applicable for SIM Card enabled Ingenico Terminal models);
- b. In case of termination of the Merchant Agreement by any party or for any valid reason, the Terminal should be returned to the Bank in the same good operating order, repair, condition, and appearance as when received, save for normal wear and tear;
- c. The merchant bears the risk of any damages to the Terminal until it is returned, the Bank shall be entitled to debit all or any of the merchant's accounts held with BOV with the cost of repair or with the cost of purchasing a similar Terminal, as the case may be;
- d. The Terminal is to be returned to BOV within three working days after the last day of event or when this agreement is terminated/not renewed. A charge equivalent to the cost of purchasing a similar Terminal will be applicable if the Terminal is not returned within the stipulated time frame.
- e. When returning a Terminal that is connected through a SIM Card, termination of the SIM remains as the merchant's responsibility. Termination instructions are to be sent to BOV on [bovacceptsupport@bov.com](mailto:bovacceptsupport@bov.com) with the Serial number of the SIM to be terminated. The service can be considered as having been terminated once a confirmation is received from BOV. If this procedure is not followed SIM Card fees will continue to apply.

Rent is payable to Bank of Valletta p.l.c., BOV Centre, Zone 4, Central Business District, Triq il-Kanun, Santa Venera CBD 4060

### 2. COMMENCEMENT DATE

Commencement date shall be the first day of the first full month in which the Terminal is installed and available for use at the Merchant's place or location. If the installation date falls on the first day of the month, that date shall be the commencement date.

### 3. EFFECTIVE DATE, TERM, TERMINATION

This Agreement shall be effective from and shall continue from month to month while the Merchant Agreement is in force. Either party may terminate this Agreement at any time in line with the termination clauses of the Merchant Agreement.

## 4. INSTALLATION

The Merchant shall make available, a suitable place for installation of the Terminal and telephone line, and the necessary electrical and power outlets for operating the Terminal.

The Merchant must obtain BOV's prior written agreement before removing or relocating the Terminal, and/or prior to making any changes in the telecommunications set up including equipment sharing the telephone line with the Terminal, or the addition of any other equipment such as a switchboard.

## 5. USE

The Merchant shall use the Terminal for authorising, capturing, and transmitting all card transactions. If any Terminal is defective, inoperative, or otherwise not functioning, the Merchant shall report such fault to BOV.

The Merchant shall cause the Terminal to be operated by qualified personnel in accordance with any user guides and such other instructions and procedures as BOV may issue from time to time.

## 6. RETURN OF TERMINAL TO BOV

Upon termination of the Merchant Agreement or, termination of this Agreement, the Merchant shall return the Terminal to BOV in the same good operating order, repair, condition, and appearance when received, save for normal wear and tear. Irrespective of any other provision hereof, the Merchant shall bear the risk of damage whatsoever to the Terminal until delivery back to BOV and BOV shall be entitled to debit all or any of the Merchant's account/s with BOV including the cost of the Terminal that is not returned to BOV .

## 7. CARE, MAINTENANCE, REPAIR, AND INSPECTION BY BOV

The Merchant shall not use the Terminal for any purpose other than that for which it was leased and shall protect the Terminal from damage or factors causing deterioration, normal wear and tear accepted. The Merchant shall not affix or install any accessory, equipment, or device on the Terminal, which might impair the intended function, or use of the Terminal, or which cannot be readily removed without causing damage to the Terminal. The Merchant will not, without prior written consent of BOV and subject to such conditions as BOV may deem fit, allow or cause the Terminal to be installed in any place if, as a result thereof, the Terminal will become a fixture under any applicable law.

BOV shall maintain the Terminal in good operating order and repair. Upon request of BOV, the Merchant shall at all reasonable times during business hours make the Terminal available to BOV for inspection, maintenance, or removal, as deemed necessary by BOV.

## 8. LOCATION, OWNERSHIP, AND OTHER USE

The Terminal shall, always, remain the sole and exclusive property of BOV. The Merchant shall have no right or interest therein, except the right to use the Terminal in the normal operation of its business at the location of installation and as otherwise provided herein. (BOV shall have the right to display a notice of its ownership and appropriate marketing materials on the Terminal by means of a suitable stencil, label, or flag affixed thereto).

The Merchant shall keep the Terminal at all times free and clear from any claim, levies, liens, encumbrances and process. The Merchant shall not subject or part with possession of the Terminal or do anything which prejudices BOV's ownership rights or assign this Agreement without first obtaining written consent of BOV.

## 9. RISK OF LOSS AND INSURANCE

Loss or other damage to the Terminal and loss of use, from whatever cause except as to malfunction not arising from the Merchant's negligence, shall not diminish or reduce in any way the monthly rent thereof. If the Terminal is damaged, lost, or destroyed due to any cause, the Merchant shall be liable for the expense or repair or, if such Terminal cannot be repaired, then for an amount equal to the cost of purchasing a similar Terminal, less the amount of any insurance or other recovery received by BOV in connection therewith. In this respect, BOV shall be entitled to debit all or any of the Merchant's account/s with BOV with the expenses or costs of repair or with the cost of purchasing a similar Terminal, as may be the case.

If necessary, BOV may request the Merchant to insure the Terminal as notified to the Merchant by BOV.

## 10. REPORTS

The Merchant shall promptly notify BOV of any improper functioning of the Terminal, and the time, place and nature of such improper functioning.

## 11. WARRANTY, DISCLAIMER, INDEMNITY

- a. BOV warrants to the Merchant that BOV has full right and title to lease the Terminal to the Merchant. The Merchant acknowledges that he is NOT relying on BOV's skill or judgment in selecting or furnishing the Terminal.
- b. BOV will endeavour to give a complete service at all times, however it shall not be liable to any person if it is unable to perform its obligations under this Agreement due to the failure of any machine, computer, telephone line or software, whether belonging to or licensed to BOV or not, any industrial dispute or anything which is outside the control of BOV.
- c. The Merchant shall indemnify and hold BOV, its employees, servants and agents harmless from and against all expenses, damages and actions, and however caused, incurred by or brought against BOV and arising as a direct or indirect result of any breach of the Merchant's obligations under this Agreement.

## 12. SURVIVAL OF PROVISIONS

The indemnity clause, in clause 11(d) hereof, shall survive the termination of this Agreement and/or the Merchant Agreement.

## 13. MISCELLANEOUS

Except as otherwise specifically provided for herein, all the terms, conditions and covenants of the Merchant Agreement are incorporated herein by reference.